



01-23-2002

P

01-14-2002



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

U.S. Patent & TMO/TM Mail Rpt Dt. #11

T

101956703

1.14.02

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Webtpa, Inc.

- Individual(s)
- General Partnership
- Corporation - State of Texas
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Davis, Tuttle Venture Partners, LP

Internal Address: _____

Street Address: 320 S. Boston, Suite 1000

City: Tulsa State Oklahoma ZIP: 74103-3703

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Security and Conditional Assignment Agreement
- Merger
- Change of Name

Execution Date: December 5, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/907,952
75/907,953

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gerald Welch
Jenkins & Gilchrist, P.C.
Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed \$65.00
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:
10-0447

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gerald Welch
Name of Person Signing

Gerald T. Welch
Signature

January 8, 2002
Date

Total number of pages comprising cover sheet: 1

01/22/2002 TDIAZ1 00000011 75907952

01 FC:481 40.00 OP
02 FC:482 25.00 OP

LM

TRADEMARK SECURITY AND
CONDITIONAL ASSIGNMENT AGREEMENT

THIS TRADEMARK SECURITY AND CONDITIONAL ASSIGNMENT AGREEMENT ("Agreement") is between WEBTPA, INC. a Texas corporation ("Pledgor"), and DAVIS, TUTTLE VENTURE PARTNERS, LP, a Delaware limited partnership ("Pledgee") on behalf of itself and on behalf of each other Secured Party (as defined below).

R E C I T A L S:

A. Pledgor and Pledgee are parties to that certain Investment Agreement dated as of May 4, 2001 (as amended, restated, or otherwise modified, the "Investment Agreement");

B. Pledgor and Pledgee are also parties to that certain Intellectual Property Pledge Agreement dated as of May 4, 2001 (as amended, restated, or otherwise modified, the "IP Agreement") of which this Agreement is an Exhibit; (all terms defined in the IP Agreement and Investment Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the IP Agreement or the Investment Agreement);

C. Pursuant to the terms of the Investment Agreement, Pledgor has granted to Pledgee for the benefit of Pledgee and the other "Purchasers" under the Investment Agreement (collectively, the "Secured Party") a lien and security interest in the Pledged Collateral, including, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Pledgor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien and continuing security interest in all of Pledgor's right, title, and interest in, to, and under, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Investment Agreement.

Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be duly executed by its duly authorized officer as of the 5th day of December, 2001.

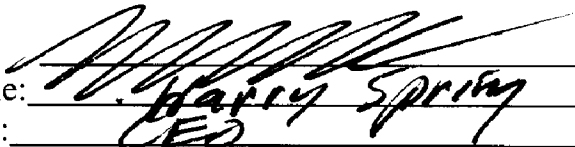
Pledgor:

WEBTPA, INC., a Texas Corporation

By: _____

Name: _____

Title: _____


Barry M. Davis
CEO

Pledgee

DAVIS, TUTTLE VENTURE PARTNERS,
LP, a Delaware Limited Partnership

By: _____

Name: Barry M. Davis

Title: Managing Partner

ACKNOWLEDGMENT

STATE OF DALLAS)
COUNTY OF TEXAS)

This instrument was acknowledged before me this ___ day of December, 2001, by Harry Spring, as Chairman/CEO of WEBTPA, a Texas corporation, on behalf of such company.

{Seal}

K Krista Pearson Baird
Notary Public in and for the State of

My commission expires: 12/21/02



STATE OF DALLAS)
COUNTY OF TEXAS)

This instrument was acknowledged before me this ___ day of December, 2001, by Barry M. Davis, Managing Partner of DAVIS, TUTTLE VENTURE PARTNERS, LP, a Delaware limited partnership.

{Seal}

Notary Public in and for the State of

My commission expires: _____

Schedule 1
to
Trademark Security and Conditional Assignment Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application/Registration No.	Goods
Webtpa.com, LLC	United States of America	WEBTPA.COM	75/907,952	Health plan administration services for others.
Webtpa.com, LLC	United States of America	WEBTPA	75/907,953	Pre-paid health plan administration services for others.

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Investment Agreement.

Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be duly executed by its duly authorized officer as of the 5th day of December, 2001.

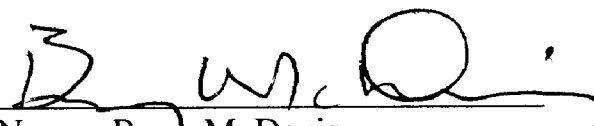
Pledgor:

WEBTPA, INC., a Texas Corporation

By: _____
Name: _____
Title: _____

Pledgee

DAVIS, TUTTLE VENTURE PARTNERS,
LP, a Delaware Limited Partnership

By: 
Name: Barry M. Davis
Title: Managing Partner

ACKNOWLEDGMENT

STATE OF DALLAS)
COUNTY OF TEXAS)

This instrument was acknowledged before me this ___ day of December, 2001, by _____, as _____ of WEBTPA, a Texas corporation, on behalf of such company.

{Seal}

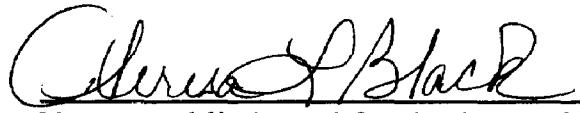
Notary Public in and for the State of

My commission expires: _____

OKLAHOMA
STATE OF ~~DALLAS~~)
 TULSA)
COUNTY OF ~~TEXAS~~)

This instrument was acknowledged before me this ^{13th} day of December, 2001, by Barry M. Davis, Managing Partner of DAVIS, TUTTLE VENTURE PARTNERS, LP, a Delaware limited partnership.

{Seal}



Notary Public in and for the State of
Teresa L. Black

My commission expires: 5/12/2003